

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Vision Americas LLC

2. Registration Number  
6877

3. Name of Foreign Principal  
Administrative Ministry of the Presidency, Dominican Republic

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 10/09/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

This is an English translation of a previously filed contract

---

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

This is an English translation of a previously filed contract

---

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

This is an English language translation, filed as an amendment to the previous contract. Please see original contract for all answers.

---

11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
------	-----------	---------	--------

<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

---

02/18/2021

---

Roger F Noriega

---

/s/Roger F Noriega

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

2/18/21

Nayer F. Noriega



**CONSULTING SERVICES AGREEMENT**



**Between:**

On the one hand, **ADMINISTRATIVE MINISTRY OF THE PRESIDENCY** (former Secretariat of State of the Republic), established by law number 685 of June 26, 1927, abolished by Law number 10 of September 8, 1965, as amended by 450 of December 29, 1972, which grants administrative support from the President of the Republic in accordance to law number 247-12, Federal Public Administration Organic Law dated August 9, 2012, as amended by Law number 147-17, with its main address located on Avenida Mexico corner Doctor Delgado, Gazcue sector, city of Santo Domingo de Guzman, National District, capital of the Dominican Republic, duly represented by the Administrative Minister of the Presidency, Jose Ignacio Paliza, Dominican, of legal age, bearer of the Identity card and Electoral number 001-1425106-9, who hereinafter will be referred to as "the Ministry" or by its own name; and,

On the other hand, **VISION AMERICAS**, a company duly incorporated in accordance with the laws of the State of Virginia, United States of America with its domicile located at 1150 K Street NW, Suite 1411, Washington DC 20005, duly represented by Mr. Roger F. Noriega, of legal age and bearer of U.S. passport number 550059569, with domicile and residence in Washington, D.C., United States of America and domiciled for purposes of this agreement at Vision Americas' registered office), which hereinafter in the Agreement will be referred to as "the Consultant" or by name.

Each individually referred to as "Party" and collectively as "The Parties":

**PREAMBLE:**

**WHEREAS:** The Ministry is an institution of the Dominican State which, among other powers, aims to provide logistical support in the development of the activities of the Presidency of the Republic.

**WHEREAS:** Law number. 340-06 dated August 18, 2006 on procurement of Goods, services, work and Concessions, as amended by law number 449-06 of December 6, 2006 (the "law number 340-06") establishes in Article 6, paragraph 1, exception cases to procurement and bidding procedures of, among others, technical work and those services that can only be *supplied* by certain natural and *legal persons*, and those who, in urgent situations, may affect the public interest and economy of the country and do not allow the completion of another selection procedure in a timely manner.

**WHEREAS:** The service required by the Dominican State for advising at the international level in situations and matters with the government of the United States of America is technical in nature and highly specialized and involves considering intangibles such as experience, capacity, trust, among others, from a subjective point of view, which are precisely the circumstances considered by Law number 340-06 in order to establish the exceptions indicated above to the usual procurement processes provided for by said provision.



**WHEREAS:** The Consultant has the technical and specific governmental expertise necessary to provide the advice required by the Ministry and with the necessary equipment, experience, and qualifications to effectively provide the same to the Dominican State.

**THEREFORE,** and with the understanding that the foregoing preamble is an integral part of this Agreement;

The Parties have consented and agreed the following:

**ARTICLE 1. OBJECT OF THE AGREEMENT.**

1.1 The purpose of this Agreement is to provide advisory services by the Consultant. In this sense, the Consultant accepts and undertakes to perform and provide the Ministry with international advisory services during the term of this Agreement, providing various strategic consulting services in relation to situations and matters with the federal government of the United States of America and with activities designed to positively impact its relations with the Dominican Republic, in accordance with the strategies and tactics defined by the Ministry at the beginning of the agreement and from time to time.

1.2 The Consultant declares to the Ministry that it is available and is able to perform the consulting and advisory services described in Article I.I and will devote the time, skills, and effort necessary to perform the services effectively throughout the term of the Contract.

1.3 Unless otherwise agreed by the Ministry in advance and in writing, the advisory services provided by the Consultant under this Agreement shall be performed by Roger Noriega and Jordan Paul of Visión Americas, and/or others agreed by the Parties.

1.4 The Consultant will submit quarterly reports on the work and activity carried out in the context of the advisory services, summarily describing in synopsis the strategy adopted and the degree of progress achieved.

1.5 The Ministry may ask the Consultant, at any time, to provide a detailed report of the activities that are being developed, those responsible by the Consultant and other information related to those activities.

1.6 Conflicts of interest. The Consultant may accept future assignments from other clients in matters (transactional, financial, or contentious) involving the Dominican Republic, provided that those matters are not directly or indirectly related to the work they have done for the Dominican Republic in the context of this Agreement. Without prejudice to the foregoing, the Consultant may submit to the Ministry any client proposal that may represent a conflict of interest for evaluation by the Ministry, which may give its non-objection if it deems it pertinent.

1.7 By performing the services under this Agreement, the Consultant will comply with all applicable, Dominican, U.S., and foreign laws and regulations including, without

*[Handwritten signature]*  
Initials



limitation, all applicable registration and reporting requirements related to lobbying public relations, fundraisers and politics. In this sense and without prejudice to the above, the consultant understands and acknowledges that it is subject to regulatory provisions of the Dominican Republic and the United States to combat bribery practices and corruption, especially in political activities, including the Dominican Republic's laws and the Foreign Corrupt Practices Act of 1977 (FCPA) of the United States.

1.8 The Parties expressly declare that they have sufficient authorization to enter into this Agreement and that no additional formality is necessary for its validity, existence, or effectiveness, with the sole exception of registration procedures in the Office of the Comptroller General of the Republic.

**ARTICLE 2. TERM OF CONTRACT.** The Parties agree that this Agreement shall be valid for six (6) months from the date of signature, unless it is terminated in advance in accordance with the provisions of Article 5 of this Agreement. There will be no automatic or tacit renewal of the Agreement.

2.1 Without prejudice to the foregoing, the Parties agree that they may, 30 days before the date of termination of the Agreement, discuss and decide whether to proceed to renew it and the terms of such renewal. In the event that the Parties wish to continue with the contracting of the services object of the same, they must agree to their renewal expressly and formally in writing.

### **ARTICLE 3. FEES, EXPENSES AND PAYMENT METHOD**

3.1 Fees. As a consideration for the advisory services provided by virtue of this Agreement, the Consultant will receive for its fees the sum of One Hundred Three Thousand Dollars from the United States of America with 00/100 (US\$103,000.00) per month, taxes included. In the event of termination of the contract on a day other than the last day of a month, the fees for the month in question will be reduced in the proportion that will remain in said month after the effective date of termination.

3.2 The Parties agree that the Ministry should act as a withholding agent regarding the fiscal taxes applicable to the Consultant to the General Directorate of Internal Revenue ("DGII") on the sums paid to it in fees. Any other payment made by the Ministry to the Consultant (e.g., for costs, expenses and reimbursements provided for under Article 3.3 of this Agreement) shall not be withheld by the Ministry. The Consultant must submit the reliable support of all expenses in order for DGII to recognize them.

3.3 Expenses. The Consultant shall be reimbursed for expenses reasonably incurred in the execution of the services under this Agreement, including necessary travel and accommodation expenses, as agreed by the Parties, and must submit duly justified invoices to the Ministry for review. In any case, the Consultant acknowledges and agrees that reimbursable expenses under no circumstances may exceed the monthly sum of six thousand dollars from the United States of America 00/100 (US\$6,000.00)

Initials

In case of needing to incur expenses in excess of said amount in any particular month, the Consultant may submit the justification thereof for review by the Ministry, who may authorize the reimbursement if deemed pertinent.



3.4 The Consultant acknowledges and understands that no expenses will be reimbursed that are not accompanied by the correct justification and the proper support document - receipts, invoices, and other documentation or registration - to prove, to the satisfaction of the Ministry, the purpose, recipient, date, and amount of the expense. In any case, the Consultant undertakes to make conscious and strictly necessary use of these costs and expenses, especially in the production of documents and travel.

3.5 Billing and payment. All services and expenses will be billed monthly by the Consultant the month after the services in question are provided. Payments will be made within 30 days of receipt of the invoice, provided that the invoice has been issued correctly and there are no observations to the charges therein by the Ministry.

3.6 Payments will be made by bank transfer. For this purpose, the Consultant must send the Ministry a certification with the necessary account and transfer information for these purposes, understanding that without this information and the corresponding records thereof in the Ministry's payment system, it will not be possible to make payments to the Consultant in a timely manner.

3.7 Recovery of fees and expenses. If any amount paid to the Consultant, whether for advisory services or reimbursement of expenses, is determined at any time as the premise of a false, fictitious, or fraudulent representation by the Consultant, or by another person with knowledge or at the request of the Consultant, the Ministry is entitled to reimbursement of such amount by the Consultant and may compensate for it with future payments owed to it.

#### ARTICLE 4. TAXES

4.1 The Parties agree that the Ministry should act as a tax withholding agent for an amount of 27% that by law the Consultant must pay to the General Directorate for Internal Revenue ("DGII") on the sums that are paid for fees.

4.2 Any other payment made by the Ministry to the Consultant (e.g., for costs, expenses and reimbursements provided for in Article 4.3 of this Agreement) shall not be subject to any withholding by the Ministry.

4.3 The Consultant must submit the reliable support of all expenses in order for DGII to recognize them.

#### ARTICLE 5. TERMINATION.

5.1 General. This Agreement may be terminated at any time by the Ministry or the Consultant without liability, with or without cause, including in the case of the Ministry the fact that the budget items corresponding to the payments provided for in this agreement are not



approved by the General law of Public expenses, notifying the other party in writing. The termination will take effect immediately upon notification, unless otherwise specified in the termination notice. The termination will not release the Ministry from its obligation to pay the Consultant any fees and expenses that have accrued as of the effective date of termination.

5.2 Return of Ministry's property Upon termination of this Agreement, the Consultant shall immediately return any property of the Ministry, including computers, mobile devices or other equipment, keychains, access cards or identification tags, Confidential Information (as defined hereinafter in article 7.3) and all other documents, data and work products (completed or in progress) in any form that appears or is stored (e.g. computer disks, USB sticks, stored in the "Cloud" or other means) in the consultant's possession or under its control.

**ARTICLE 6. INDEPENDENT CONTRACTOR.** The relationship of the consultant and its employees and representatives with the Ministry are that of an independent contractor and not that of an employee. The Consultant is not eligible for any employee benefits that the Ministry provides to its employees. The Consultant shall not deduct taxes, social security, unemployment insurance or any other similar contribution normally made for employees of compensation paid by the Consultant under the Agreement. The Consultant is solely responsible for the payment of such taxes and similar contributions.

6.1 The Consultant declares that it has no professional obligations with respect to any political or administrative entity of the Dominican Republic or any of its officials, employees, agents, directors, companies, or affiliates as a result of the Dominican Republic's representation in this matter.

## **ARTICLE 7. NON-DISCLOSURE AND PROTECTION OF CONFIDENTIAL INFORMATION**

7.1 The Consultant acknowledges that: (i) Confidential Information (as defined hereinafter in article 7.3) is a valuable, special and unique asset of the Ministry, whose disclosure or unauthorized use could cause substantial damage and loss of profits and goodwill to the Ministry; (ii) the Consultant is in a position of trust and is subject to a duty of loyalty to the Ministry; and (iii) due to this commitment and service to the Ministry, the Consultant will have access to Confidential Information. Therefore, the Consultant acknowledges that it is in the legitimate interest of the Ministry to restrict the disclosure and use of Confidential Information by the Consultant.

7.2 The Consultant shall not disclose or use at any time, either during the term of this Agreement or after its termination, any Confidential Information (as defined hereinafter in article 7.3) of which the Consultant has or is aware, whether such information is developed by the Consultant or not, without the express written consent of the Ministry, except that the Consultant may use Confidential Information to perform the services under this Agreement, provided that such use does not involve the disclosure of Confidential Information to third parties.



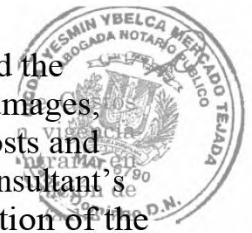
The preceding sentence shall not be considered to prohibit the Consultant from complying with any citation order, judgment, or decree from a court or governmental or regulatory agency of competent jurisdiction ("Order"). In the event that Confidential Information is requested to the Consultant in accordance with said Order, the Consultant shall notify the Ministry in writing at least ten (10) days prior to disclosing any Confidential Information for it to request an appropriate protection order or other repair, and the consultant will provide the Ministry with a copy of any Confidential Information that occurs in response to that Order. The Consultant will take all appropriate measures to safeguard Confidential Information and protect it against disclosure, misuse, loss, and theft.

7.3 As used in this Agreement, the term "Confidential Information" means all information and material, including documents, images, notices, files and records, whether written, oral or electronic, to which the Consultant has access to or that is in the consultant's possession and which is generally not for the public knowledge (including the existence and content of this Agreement), including, among others, information and materials related to the operations, activities, processes, reports (complete and in draft) of the Ministry, finance, business or strategies, plans, marketing data, contracts and grants (including related negotiations and proposals), donors and donors or partners' list, and the compensation and information of staff on current or previous employees and consultants of the Ministry or the Dominican State.

**ARTICLE 8. NOT EXCLUSIVITY.** It is understood and accepted by the Parties that this Agreement has no exclusivity character, so the Ministry reserves the right to enter into similar agreements with third parties, provided that they do not present a conflict or impediment to the execution of this Agreement.

**ARTICLE 9. OWNERSHIP OF THE WORK.** Any work produced by the Consultant within the scope of this Agreement is the exclusive property of the Ministry, and the Consultant has no title or other rights in this regard. Notwithstanding the foregoing, the work product includes any intellectual property, systems, software developments, methods, designs, analysis, drawings, reports, service mark, logos, products, equipment, documents, data, text, graphic material, documents of graphic design or other materials, data or other information produced by the Consultant or derived from the performance of the Consultant's services under the Agreement.

**ARTICLE 10. COMPLIANCE.** Because the services of the Consultant are special, unique, and extraordinary and because the Consultant has access to Confidential Information (as defined in Article 7.3), the Parties agree that monetary damages alone would not be an **adequate remedy** for any breach of the Agreement. Therefore, in the event of non-compliance or threat of breach of the Agreement, the Ministry, or any of its successors or assignees, may, in addition to other rights and remedies that exist in their favor in law or equity, address any competent court, Jurisdiction for specific performance and/or precautionary measures in order to enforce, or prevent, any violation provisions herein without depositing a bond or other guarantee.



**ARTICLE 11. COMPENSATION.** The Consultant will defend, compensate, hold the Ministry, its officials, directors, and employees harmless from any loss, liability, damages, claims, lawsuits, causes of action, judgments, costs, or expenses (including court costs and attorneys' fees) incurred by the Ministry or the Dominican State as a result of the Consultant's breach of warranty, negligence, willful misconduct, fraud, misrepresentation or violation of the law, and in connection with any property damage, personal injury or death resulting from the services of the Consultant.

**ARTICLE 12. APPLICABLE LAW AND JURISDICTION**

12.1 This Agreement will be governed by the laws of the Dominican Republic.

12.2 All disputes arising out of or relating to this Agreement shall be resolved by direct negotiation between the Parties. If after 30 days from the moment in which one party submits to the other the invitation to said negotiation, the dispute has not been resolved, then the dispute will be definitively resolved before the Dominican Courts and in accordance with the Dominican law.

**ARTICLE 13. NOTICES.** Except as otherwise provided in this Agreement, any notice, consent, demand, or other communication under or in accordance with this Agreement must be in writing and deemed duly delivered when delivered in person, when transmitted by e-mail to the e-mails indicated in this Agreement, or on the day it is delivered by a nationally recognized next-day delivery service (e.g., FedEx or UPS) to the designated contact set forth below. A Party may change its designated contact (including contact information) by notifying the other Party.

Consultant's designated contact: Roger  
Noriega rfn@visionamericas.com

Designated contacts of the Ministry:  
Jose Ignacio Beating  
josepaliza@presidencia.gob.do

Ernesto Bournigal  
ernestobournigal@presidencia.gob.do

A large, stylized handwritten signature in dark ink, possibly reading 'PN'.

**ARTICLE 14. MEDIA INQUIRIES.** The Consultant shall not disclose any information about the Ministry, or any service or matter related to this Agreement to the media, except under the specific and express instruction of the Ministry. Any media inquiries about the Ministry or any service or matter related to this Agreement should be referred to the contact designated by the Ministry.

**ARTICLE 15. CONFLICT OF INTEREST.** The Consultant declares and guarantees to the Ministry that there is no real or potential conflict of interest with respect to the services to be performed under this Agreement. The Consultant further declares and guarantees to the Ministry that the performance of the Consultant under this Agreement will



not require the breach of any Agreement or obligation to maintain the confidentiality of someone else's information. The Consultant will not bring to the Ministry or use in the performance of the Consultant's functions under this Agreement any material, document, or another information of another person considered confidential, patented, copyrighted, trademark unless the Consultant has obtained the consent authorization in writing of said person for the possession and use of said materials, documents, or other information. Any case of a real or potential conflict of interest will be immediately informed by the Consultant to the contact appointed by the Ministry, who will evaluate such matters on a case-by-case basis.

**ARTICLE 16. ASSIGNMENT.** The Consultant may not assign or transfer in any other way any of its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the Ministry.

**ARTICLE 17. EXEMPTIONS.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, whether similar or not, nor shall any waiver constitute a continuing waiver.

**ARTICLE 18. AMENDMENTS.** No modification, amendment or waiver shall be made to any of the provisions of this Agreement, except in writing signed by both Parties.

**ARTICLE 19. DIVISIBILITY.** If any provision or provisions of this Agreement are deemed invalid, illegal, or unenforceable, such provision(s) shall apply to the fullest extent permitted, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect to the extent that the intent of the Parties reflected in this Agreement remains substantially intact.

**ARTICLE 20. FULL AGREEMENT.** This Agreement (including the attached annexes) constitutes the entire agreement of the Parties and supersedes all prior or contemporaneous negotiations, correspondence, understandings, and agreements between the Parties with respect to the subject matter of this Agreement.

20.1 The Proposal for Services submitted by the Consultant is an integral part of this Agreement. However, any conflict or inconsistency between the provisions of the Proposal and this Agreement shall be resolved in favor of the provisions of this Agreement.

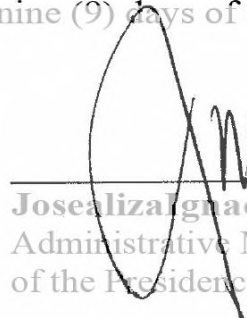
**ARTICLE 21. DOMICILE CHOICE.** The Parties formally make the choice of domicile at the places indicated at the head of this Agreement for all purposes and consequences thereof.


**ARTICLE 22. EXCEPTION TO THE APPLICABILITY OF LAW 340-06.** The Ministry expressly declares and acknowledges that the terms of law number 340-06 regarding Purchases and Contracts of Goods, Services, Works, and Concessions are not applicable to this Agreement, with the understanding that the advisory services object of this Agreement are of a highly technical and specialized nature. Consequently, and in accordance with the provisions of Article 6, paragraph numeral 3, this Agreement

and the services that are the object thereof are beyond the scope of application of the Law indicated above in view of the nature of said services and the conditions in which they should have been contracted.

**ARTICLE 23. ACKNOWLEDGMENT AND ACCEPTANCE.** The Parties freely acknowledge and accept the content of this Agreement and sign three (3) original copies of the same value and effect, one for each of the Parties and a third copy to be registered with the Comptroller General of the Dominican Republic.

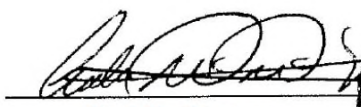
Made and formed in good faith in four (4) originals of the same tenor and effect, one for each of the parties and the acting notary, and one for the pertinent files of the Ministry or other governmental entity that it deems relevant, in the city of Santo Domingo de Guzman, National District, capital of the Dominican Republic, on the nine (9) days of October of the year two thousand and twenty (2020).

  
Joseal Ignacio Paliza  
Administrative Minister  
of the Presidency

  
Roger Noriega  
Visión Américas  
Partner

I, Lic Yasmin Y. Mercado T. Attorney, Public Notary of the number for this jurisdiction, member of the College of Notaries with registration number 6790.

CERTIFY AND ATTEST, that the signatures that appear in this document were placed before me freely and voluntarily by Jose Ignacio Paliza and Roger Noriega, stating that they are the signatures that they usually use in all the acts of their life, public and private. In the city of Santo Domingo de Guzman, National District, capital of the Dominican Republic, on the nine (9) day of October of the year two thousand twenty (2020).

  
Public Notary

